

DEPARTMENT OF PUBLIC SOCIAL SERVICES



**LONG-TERM FAMILY SELF-SUFFICIENCY
COMMUNITY-BASED TEEN SERVICES PROGRAM
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
UNITED COMMUNITY ACTION NETWORK (UCAN)
FOR THE
ANTELOPE VALLEY HIGH SCHOOL ATTENDANCE AREA**

Prepared By Bureau of Health, Nutrition & Specialized Services
Long-Term Family Self-Sufficiency Division
12860 Crossroads Parkway South
City of Industry, California 91746-3411

SEPTEMBER 2002

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AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
UNITED COMMUNITY ACTION NETWORK (UCAN)
FOR THE
ANTELOPE HIGH ATTENDANCE AREA

This Agreement is made and entered into this ____ day of _____, 2002, by and between the County of Los Angeles, hereinafter referred to as "COUNTY", and the United Community Action Network (UCAN), hereinafter referred to as "CONTRACTOR" to provide services for the Long-Term Family Self-Sufficiency Community-Based Teen Services Program.

RECITALS

WHEREAS, COUNTY is administering the California Work Opportunity and Responsibility to Kids (CalWORKs) Program which includes the provision of a variety of services to eligible participants and CalWORKs children; and

Whereas, CONTRACTOR is a non profit organization and is qualified to provide services to teens and their families as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, COUNTY has need for, and desires to engage the services of a non-profit organization with special expertise and experience to provide such services; and

WHEREAS, pursuant to Government Code sections 26227 & 31000, County is permitted to contract for such special services, including those contemplated herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

I. APPLICABLE DOCUMENTS

1. Attachments A, B, C, D, E, F, G, H and I as set forth below are attached to and form a part of this Agreement.
2. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments according to the following priority:

- Attachment A - Statement of Work and Technical Exhibits
- Attachment B - Contractor's Budget and Employee Benefits
- Attachment C - Certification of Independent Price Determination
- Attachment D - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- Attachment E - Invitation for Bid/Request for Proposals Grounds for Rejection
- Attachment F - Contractor Employee Acknowledgment and Confidentiality Agreement
- Attachment G - Bidder's/Offeror's Nondiscrimination in Services Certification
- Attachment H - Sample Invoice Format
- Attachment I - Internal Revenue Service Notice 1015

3. This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. CONTRACT PERIOD

Subject to the termination provisions set forth herein, the term of this Agreement shall commence one day after Board approval, and shall continue through June 30, 2003, subject to COUNTY's right to terminate earlier for convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this Agreement and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program.

III. INTERPRETATION

The contract shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1. **Board of Supervisors**

The Board of Supervisors of the County of Los Angeles.

2. **Contractor**

United Community Action Network (UCAN), the non-profit community-based organization which has entered into a contract with the COUNTY to perform or execute the work covered by these specifications.

3. **Director**

The Director of the Department of Public Social Services, County of Los Angeles, or Designee.

4. **Contract Manager**

The individual designated by the CONTRACTOR to administer the contract operations after the contract award.

5. **County Contract Administrator (CCA)**

The person who monitors the CONTRACTOR's performance in the daily operation of the contract. The County Contract Administrator provides direction to the CONTRACTOR in the areas relating to policy, information requirements and program requirements.

6. **Fiscal Year (FY)**

COUNTY Fiscal Year which commences on July 1 and ends the following June 30.

IV. **MAXIMUM CONTRACT PAYMENT**

The maximum annual contract amount is four hundred twenty-two thousand, ninety dollars (\$422,090). CONTRACTOR shall not incur or be paid for expenditures beyond the contract amount.

V. **CONTRACT PAYMENT**

1.0 To enable Contractor to begin start-up activities, (which includes services to teens provided in the first month) County shall reimburse Contractor as follows:

1.1 For the first month of the contract the COUNTY will pay 1/12 of yearly budget, at the end of the service month, CONTRACTOR may submit a monthly invoice calculated as follows: The allocation for the FY 2002/2003, as reflected in Attachment B Contractor's Budget and Employee Benefits, divided by the number of months in the fiscal year beginning July 1 through June 30, 2003.

1.2 CONTRACTOR shall provide documentation of start-up activities to be submitted with monthly invoices as reflected in the Scope of Work, Section 5.7.

2. Payment to CONTRACTOR will be made in arrears based on the number of teens served on a monthly basis, for services performed, provided that CONTRACTOR is not in default under any provision of this Agreement and has submitted a complete and accurate invoice due with documentation attached supporting the invoice (Attachment H). The Contractor shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act* and the State of California's Labor Code.

- 3 Beginning with the second month, CONTRACTOR shall be paid a firm-fixed price per month per teen served under this Agreement less any offset authorized by this Agreement or otherwise authorized by law. The firm fixed price per month per services in this agreement are as follows:

| | | |
|-----|------------------------------|--|
| 2.1 | Choices Program | \$ <u>91.25</u> per month per teen served |
| 2.2 | Care Net Pregnancy Resources | \$ <u>63.50</u> per month per teen served |
| 2.3 | LASD/VIDA | \$ <u>84.50</u> per month per teen served |
| 2.4 | Murrells Community Service | \$ <u>142.77</u> per month per teen served |
| 2.5 | A.V. Light Foundation | \$ <u>239.00</u> per month per teen served |
| 2.6 | Teen Reach | \$ <u>121.78</u> per month per teen served |
| 2.7 | A.V.U.H.S.D | \$ <u>112.53</u> per month per teen served |

4. The CONTRACTOR shall prepare and submit monthly invoices in the format similar to Attachment H, each in an original and one copy, to the County Contract Administrator (CCA) within fifteen (15) calendar days after the end of the month in which services were provided or payments may be delayed. Name and address of CCA must be included on the invoice.
5. Upon the COUNTY's review and approval of an invoice and documentation, the COUNTY shall authorize payment and process the approved invoice for payment. The COUNTY shall adjust CONTRACTOR's future invoice amounts for any liquidated damages or other offset authorized by this Agreement not previously deducted from any payment made by COUNTY to CONTRACTOR.
6. COUNTY shall make a reasonable effort to effect payment to CONTRACTOR within thirty (30) calendar days of receipt of an invoice which is accurate as to form and content.
7. The COUNTY may delay the last payment due (plus the previous full month payment due if the last payment due is for less than a full month) hereunder maybe up to six (6) months after the expiration of this Agreement. The CONTRACTOR shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Agreement not deducted from any payment made by COUNTY to CONTRACTOR.
8. Prior to receiving final payment hereunder, the CONTRACTOR shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Agreement except for any claims specifically described in detail in such release.
9. CONTRACTOR shall advise COUNTY in writing of any substantive deviations or reallocation of the line item costs from CONTRACTOR's Budget. CONTRACTOR may, with COUNTY's approval, reallocate funds among each

of the major categories listed in Attachment B, Contractor's Budget, to a maximum of 15% of each part, not to exceed the total Contract amount. Reallocation of funds by CONTRACTOR by more than 15% requires written approval of the Director.

VI. FURTHER TERMS AND CONDITIONS

1. ASSIGNMENT AND DELEGATION

- 1.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles County Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 53.0, Termination for Default herein and shall be null and void, subject to waiver by COUNTY. If Contractor is a corporation, partnership, limited liability company or other entity, then an assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.
- 1.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 1.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar agreements.
- 1.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which COUNTY may have against CONTRACTOR, whether under this Agreement or otherwise.

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

2. AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

3. AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Contract is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Contract have been accomplished.

4. BUDGET REDUCTIONS

In the event that the that the COUNTY's Board of Supervisors adopts in any Fiscal Year a County Budget which provides for reductions in salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to County contracts, the determination of the amount of the CONTRACTOR's payment reduction will be at the sole discretion of the COUNTY correspondingly for that Fiscal Year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. This reduction will not affect costs already incurred by the CONTRACTOR for services previously provided. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions.

The CONTRACTOR shall continue to provide all of the services set forth in the Contract.

5. CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

work required under the Contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 5.1** For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the County Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.
- 5.2** For any revision which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.
- 5.3** The DPSS Director may prepare and sign *amendments* to the Contract without further action by the County Board of Supervisors under the following conditions:
 - 5.3.1** The amendment is for a decrease in the Agreement costs, or the amendment is for an increase of no more than 10% of the total original Agreement amount, and is necessitated by additional and necessary services that are required for Contractor to comply with changes in federal, State, or County requirements.
 - 5.3.2** The County's Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
 - 5.3.3** The Department of Public Social Services shall obtain approval from the Chief Administrative Office and County Counsel prior to executing amendments to this Contract.
 - 5.3.4** Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

6. CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

- 6.1** The CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections.
- 6.2** The CONTRACTOR staff working on this Contract shall make the report on such abuse, and should submit all required information, in accordance with

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

the PC Code Sections 11166 and 11167.

6.3 The CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

6.4 The CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

7. Compliance with Civil Rights laws

The CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504 of the Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, *California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to the "Bidder's/Officer's Nondiscrimination In Services Certification, Attachment G, hereunder.

8. COLLECTIVE BARGAINING AGREEMENT

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

9. COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after contract effective date, the CONTRACTOR shall provide the COUNTY with

the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

- 9.1** The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 9.2** If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- 9.3** If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the County Contract Administrator (CCA) of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

10. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. *California Welfare & Institutions Code*
2. *California Department of Social Services (CDSS) Manual of Policies and Procedures*
3. *California Department of Social Services Regulations Section*
4. *Social Security Act*
5. *State Energy and Efficiency Plan [Title 24, California Administrative Code]*
6. *Clean Air Act (Section 306, 42USC 1857 (h))*
7. *Clean Water Act (Section 508, 33USC 1368)*
8. *Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)*
9. *Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]*

The CONTRACTOR shall maintain all licenses required to perform the Contract. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, living wage, civil rights, conflict of

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

interest, wages and hours, and nondiscrimination.

Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

11. COMPLIANCE WITH JURY SERVICES PROGRAM

A. Jury Services Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Services ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as define under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
2. For purpose of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

obligation to review the applicability of the its "exception status" from the Jury Service Program, and Contractor shall immediately notify Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

12. COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

13. CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment F, hereunder.

By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

14. CONFLICT OF INTEREST/CONTRACT PROHIBITED

14.1 The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Contract.

14.2 The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180,010*; "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection, Attachment E, hereunder.

14.3 The CONTRACTOR represents and warrants they did not, as an individual or firm or subsidiary of a firm, under Contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Contract.

14.4 No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

15. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

15.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

15.2 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Agreement.

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

15.3 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the CONTRACTOR's personnel who perform services set forth herein, by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Human Resources
500 West Temple Street, Room 588
Los Angeles, CA 90012

15.4 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

16. CONSIDERATION OF HIRING GAIN PARTICIPANTS OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

16.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

Note: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

17. CONTRACTOR'S EMPLOYEES

The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Contract. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR, and the CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge CONTRACTOR's personnel.

While providing services to DPSS under this contract, the CONTRACTOR's employees shall report to the COUNTY for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of DPSS is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance of requested services immediately upon the

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

written or oral request of the CCA.

17.1 The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

17.2 The personnel provided by the CONTRACTOR shall at a minimum be:

1. Able to fluently read, write, speak, and understand English.
2. Bilingual when requested.
3. Able to communicate effectively using good judgment and diplomacy.
4. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.
5. Able to handle sensitive materials and perform confidential duties.
6. Able to satisfy a background check.

18. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at CONTRACTOR's place of business. COUNTY's Child Support Services Department will supply CONTRACTOR with the poster to be used.

19. Contractor Responsibility and Debarment

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is COUNTY's policy to conduct business only with responsible Contractors.

19.1 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

have with COUNTY.

19.2 COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following:

(1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

19.3 If there is evidence that CONTRACTOR may be subject to debarment, DPSS will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

19.4 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.

19.5 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

19.6 These terms shall also apply to subcontractors of COUNTY Contractors.

20. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. COUNTY LOBBYISTS

CONTRACTOR and each COUNTY lobbyist and COUNTY lobbying firm, as defined by *Los Angeles County Code, Section 2.160.010*, retained by the CONTRACTOR, shall fully comply with *County Lobbyist Ordinance, Chapter 2.160* of the *Los Angeles County Code*. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the *County Lobbyist Ordinance* shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

22. COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

23. COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

24. CRIMINAL CLEARANCES

24.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

24.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

24.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal Code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 273.5, 286, 288, 288a, 289, 290, 314, 368(b), 647 (a) (b), 647.6, and 667.5(c).

25. DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or designee, and the Director's or designee's decision shall be final.

26. DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

26.1 The CONTRACTOR shall develop all publicity material in a professional manner.

26.2 During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CCA.

In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

28. EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

28.1 Are covered by an effective Injury and Illness Prevention Program.

28.2 Receive all required general and specific training.

28.3 Are provided with all required personal protective equipment.

29. EVENTS OF DEFAULT

29.1 Default for Non-Performance

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

COUNTY may terminate the whole or any part of this Agreement if either of the following circumstances exist:

29.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bid/Request for Proposals, if any or

29.1.2 CONTRACTOR fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.

29.2 Default for Insolvency

COUNTY may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following:

29.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

29.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

29.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

29.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

30. FISCAL ACCOUNTABILITY

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must apply the cost principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and 48CFR, Part 31, subpart 31.2 for for-profit organizations.

31. FORCE MAJEURE

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event which renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

32. GOVERNING LAW, JURISDICTION AND VENUE

32.1 This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

32.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Agreement. When an action is brought by either party to this Agreement, the action shall be brought in the County of Los Angeles.

32.3 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

33. GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or County-approved research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours.

However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

34. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Contract.

35. INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

36. INSURANCE

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain the following programs of insurance specified in this Agreement.

Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

A. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **Department of Public Social Services, 12860 Crossroads Parkway South, City of Industry, California 91746-3411, Attention: Lorenza Sanchez, Project Manager**, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

for all activities arising from this Agreement.

- (5) Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

C. Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

D. Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

- (1) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- (2) any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
- (3) any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY contract manager.
- (4) any loss, disappearance, destruction, misuse, or theft of any kind

VI. **FURTHER TERMS AND CONDITIONS** (Cont'd)

whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.

- E. **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- F. **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- (1) CONTRACTOR providing evidence of insurance covering the activities of sub-contractors, or
 - (2) CONTRACTOR providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

36.1 Insurance Coverage Requirements:

- A. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

| | |
|--|--------------|
| General Aggregate: | \$ 2 million |
| Products/Completed Operations Aggregate: | \$ 1 million |
| Personal and Advertising Injury: | \$ 1 million |
| Each Occurrence: | \$ 1 million |

- B. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- C. **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

coverage with limits of not less than the following:

| | |
|--------------------------|-------------|
| Each Accident: | \$1 million |
| Disease - policy limit: | \$1 million |
| Disease - each employee: | \$1 million |

D. Professional Liability:

Insurance covering liability arising from any error, omission, negligent or wrongful act of the contractor, its officers or employees within limits of not less than \$1, million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

37. Joint Funding

COUNTY shall not pay for any services provided by CONTRACTOR which are funded by other sources. If any costs incurred by CONTRACTOR under this Agreement are allocated to various funding sources, a written statement, or Cost Allocation Plan, must be submitted to COUNTY before such costs can be reimbursed to CONTRACTOR. Such statement shall detail the basis or methods to be used for the allocation of costs and shall be revised as needed.

38. LIQUIDATED DAMAGES

If the CONTRACTOR breaches the Performance Requirements Summary (PRS) as defined in Technical Exhibit Attachment I, the COUNTY will have a claim for the sum specified in the PRS, to be paid by the CONTRACTOR in accordance with the Contract as liquidated damages. This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

39. NONDISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

39.1 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

39.2 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.

39.3 CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 38. when so requested by the COUNTY.

39.4 The CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age or condition of disability. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.

39.5 If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this Contract.

While the COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Contract.

39.6 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

39.7 The CONTRACTOR shall sign the form "Bidder's/Offeror's EEO Certification," Attachment D, hereunder.

40. NOTICES

40.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party. The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

40.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

40.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

40.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business:

40.5 Notices to the County

Notices and envelopes containing same to the COUNTY shall be addressed to :

Lorenza Sanchez, Project Manager
Department of Public Social Services

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

12860 Crossroads Parkway South
City of Industry, California 91746-3411

40.6 Changes of Address

Either party can designate a new address by giving written notice to the other party.

40.7 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

41. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (see Attachment I hereunder).

42. OWNERSHIP OF DATA/EQUIPMENT

The COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports, and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Contract. The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Contract.

43. PROPRIETARY RIGHTS

All software, materials, data and other information of any kind obtained from COUNTY and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Agreement are confidential to and are solely the property of COUNTY.

CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 43., shall survive the expiration or other termination of this Agreement.

43.1 Recognizing that COUNTY has no way to safeguard trade secrets or

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

proprietary information, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information. COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Agreement.

43.2 COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided, however, that if COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Agreement, CONTRACTOR shall mark such information "PROPRIETARY" and COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such information, and, when COUNTY no longer needs such information, but in no event later than expiration or other termination of this Agreement, COUNTY shall either (1) cause all copies of such information to be returned to CONTRACTOR, or (2) certify to CONTRACTOR that all copies of such information have been destroyed.

44. RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 45., Records Retention and Inspection, herein below.

45. RECORDS RETENTION AND INSPECTION

The CONTRACTOR agrees that the COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

45.1 Other required documents to be retained include, but not limited to:

1. Invoices/Check Stubs: Monthly and any supplemental invoices.

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

2. Confidentiality Agreement: Contractor Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment F).
3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to CONTRACTOR's profession.
4. Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide to the CONTRACTOR for retention.

45.2 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

1. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles County for examination by the COUNTY.
2. Failure on the part of the CONTRACTOR to comply with the provisions of this Section 45. shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

46. RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

47. REMOVAL OF UNSATISFACTORY PERSONNEL

The COUNTY shall have the right, at its sole discretion to require the CONTRACTOR to remove any employee from the performance of services under this contract for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall immediately replace said

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

personnel.

48. REQUIRED MEETINGS

CONTRACTOR is required to attend periodic meetings coordinated through DPSS. The purpose of the meetings will be to identify and respond to program issues, facilitate communication, encourage collaboration among agencies and identify best practices. The meetings will be convened on a countywide, regional or high school attendance area, basis as needed.

49. RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

50. SUBCONTRACTING

50.1 No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. This written consent shall be provided by way of amendment executed by the DPSS Director pursuant to Section V, 5.0 (Changes and Amendments of Terms). Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The COUNTY's determination of whether to approve the

CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

50.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Contract. In no event shall approval of any subcontract by the COUNTY be construed as effecting any increase in the amount provided for in the Contract. The CONTRACTOR's request for approval to enter into a subcontract shall

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

include:

1. A description of the service to be provided by the proposed subcontractor;
2. Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
3. An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;
4. A resume of the potential subcontractor's background and experience.

50.3 Without further action by COUNTY, CONTRACTOR is authorized to enter into a subcontract with the Murrells Community Service Agency, A.V. Light Foundation, Vida/L.A.S.D., Project Teen Reach, Antelope Valley Union High School District, and Care Net Pregnancy Resources.

50.4 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision:
"This Contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

50.5 County subcontracts for services, of all tiers, must include the provisions specified in State Purchase of Service Requirements, Section 23-604. The

provisions of Section 23-604 apply to subcontracts of any tier under County contracts.

51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 20.0, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County DA shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 53.0 Termination For Default of The CONTRACTOR.

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at the Contractor's place of business. County's Child Support Services Department will supply CONTRACTOR with the poster to

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

be used.

52. TERMINATION FOR CONVENIENCE OF THE COUNTY

Performance of services under this Contract may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

52.1 If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, COUNTY may immediately terminate this Contract upon written notice to the CONTRACTOR.

52.2 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

1. Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

52.3 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

52.4 Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.

52.5 Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Section 45., Records Retention and Inspection, herein above.

52.6 Subject to the provisions of Subsection 52.3, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

CONTRACTOR by reason of the total or partial termination of work pursuant to this Section 52. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

53. TERMINATION FOR DEFAULT OF THE CONTRACTOR

The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

1. If the CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof.
2. If the CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure.

53.1 In the event the COUNTY terminates this Contract in whole or in part as provided in this Section 53., the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or

53.2 If, after giving Notice of Termination of this Contract under the provisions of this Section 53., it is determined for any reason that the CONTRACTOR was not in default under the provisions of this Section 53. or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 52., Termination For Convenience of the COUNTY, herein above.

53.3 Upon termination of this Contract, the CONTRACTOR shall adhere to the termination provisions of Section 52. herein above.

54. TERMINATION FOR IMPROPER CONSIDERATION

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

54.1 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

54.2 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

55. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors or the State or federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

56. TIMELY COMPLETION

The completion of service and work as stipulated in this Contract.

57. USE OF AGREEMENT FUNDS

Funds allocated pursuant to this Agreement shall be used exclusively for services to be performed under this Agreement. Agreement funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities. Additionally, agreement funds shall not be used to supplant or satisfy the required matching requirements in other programs.

58. VALIDITY

VI. FURTHER TERMS AND CONDITIONS (Cont'd)

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.

59. VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

60. WAIVER

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

61. WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, herein above, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chairman, and the seal of said Board to be hereto affixed and attested by the Executive Officer and Clerk thereof, and Contractor has caused this Contract to be signed by its duly authorized officers this ____ day of _____, 2002.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles


By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By 
Deputy County Counsel

UNITED COMMUNITY ACTION NETWORK (UCAN)

By 
Name: Billy A. Pricer,
Title Executive Director

SEPTEMBER 2002

LONG-TERM FAMILY SELF-SUFFICIENCY
COMMUNITY-BASED TEEN SERVICES PROGRAM

ATTACHMENT A

**STATEMENT OF WORK
AND TECHNICAL EXHIBITS**

STATEMENT OF WORK

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1.0 STATEMENT OF WORK- GENERAL

1.1 SCOPE OF WORK

Except for those items listed in Section 3.0, County Furnished Items, hereunder, CONTRACTOR shall provide a community-based teen service program in the Antelope Valley High School Attendance Area. CONTRACTOR must perform to the standards in Technical Exhibit 6.1, Performance Requirements Summary, hereunder.

1.2 KEY COUNTY PERSONNEL

1.2.1 County Contract Administrator (CCA)

1.2.1.1 The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of the contract.

1.2.1.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.

1.2.1.3 The CCA shall negotiate with CONTRACTOR on changes in service requirements pursuant to Section VI, Further Terms and Conditions, Paragraph 5, Changes and Amendments of Terms Subparagraph 5.1, herein above.

1.2.1.4 The CCA is not authorized to make any changes in the Further Terms and Conditions of the contract and is not authorized to obligate the COUNTY in any way.

1.2.1.5 The COUNTY will inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the contract is awarded, and at any time thereafter a change of CCA is made.

1.3 KEY CONTRACTOR PERSONNEL

1.3.1 Contract Manager

1.3.1.1 CONTRACTOR shall provide a Contract Manager who shall be responsible for the overall management and coordination of the contract and act as liaison with COUNTY. The Contract Manager or alternate, so designated in writing to act on CONTRACTOR's behalf, shall respond within twenty-four (24) hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.

- 1.3.1.2 The Contract Manager, or alternate shall be available between 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday, excluding COUNTY holidays.
- 1.3.1.3 The Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the contract.
- 1.3.1.4 The Contract Manager or alternate shall be identified in writing prior to contract award and at any time thereafter a change of Contract Manager or alternate is made.
- 1.3.1.5 The Contract Manager or alternate must be able to read, write, speak and understand English.

1.4 QUALITY CONTROL

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to ensure COUNTY a consistently high level of product quality and service throughout the term of the contract. The Plan, which is subject to approval or rejection by the COUNTY, shall be submitted to the CCA on the Agreement start date, with revisions submitted as changes occur. The plan shall include, but not be limited to, the following:

- 1.4.1 Method for assuring that staff rendering services under the contract have the necessary qualifications.
- 1.4.2 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 1.4.3 A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to COUNTY upon request.
- 1.4.4 The method for continuing to provide services to COUNTY in the event of a strike of the CONTRACTOR's employees.

1.5 QUALITY ASSURANCE

- 1.5.1 DPSS shall monitor the CONTRACTOR's performance under the contract using the quality assurance procedures as defined in the contract. **(Reference Section VI Further Terms and Conditions, Paragraph 22.0 County's Quality Assurance Plan)**

1.5.2 *Performance Evaluation Meetings* shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued and at the discretion of the CCA a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

1.5.2.1 The minutes of any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA.

1.5.2.2 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.5.3 Contract Discrepancy Reports

1.5.3.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a reasonable time period.

1.5.3.2 The CCA will determine whether a formal Contract Discrepancy Report (see Technical Exhibit 6.1, Attachment II, hereunder) shall be issued.

1.5.3.3 Upon receipt of this document, CONTRACTOR is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a time table, for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days.

1.6 HOURS OF OPERATION/HOLIDAYS

1.6.1 CONTRACTOR shall be available Monday through Friday, between 8:00 a.m. and 5:00 p.m. Pacific Time to respond to COUNTY inquiries.

1.6.2 CONTRACTOR is not required to provide services on COUNTY recognized holidays. The CCA will provide a list of COUNTY holidays to CONTRACTOR at the time the Agreement is approved, and at the beginning of each calendar year.

2.0 DEFINITIONS

ACCEPTABLE QUALITY LEVEL (AQL)

A measure to express the allowable leeway or variance from the contract Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

BUDGET

The document that details the CONTRACTOR's costs for providing services and that is included in the contract. Included in the Budget are the following:

Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the contract), Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Telephone/Utilities, Space, Applicable Taxes, and other (specified).

Indirect Costs - General Accounting/Bookkeeping, Management Overhead, and other (specified).

Profit (if applicable) - Percent and Dollar Amount.

COMMUNITY BASED TEEN SERVICES PROGRAM

Project #17 included in the Long Term Family Self Sufficiency Plan, which was adopted by the Board of Supervisors on November 16, 1999 that will address the unmet needs of teens in thirty-six (36) High School Attendance Areas.

DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)

The COUNTY department responsible for providing social and financial services to eligible persons in Los Angeles County.

HIGH SCHOOL ATTENDANCE AREA

The geographic designation that includes one high school, feeder middle schools, alternative and continuation schools. The thirty-six (36) High School Attendance Areas identified for the Community-Based Teen Services and Services for Teens with Special Needs Programs are based on the number and/or percentage of teens receiving CalWORKs who are enrolled in each high school.

MONTHLY MANAGEMENT REPORT

The report that CONTRACTOR shall provide COUNTY monthly to apprise COUNTY of implementation progress, program accomplishments and statistical data.

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The document furnished by the COUNTY (Technical Exhibit 6.1, Attachment I, hereunder) which identifies and summarizes elements of the contract the COUNTY will be evaluating to assure that contract performance Standards are met by the CONTRACTOR.

SERVICES TO TEENS WITH SPECIAL NEEDS PROGRAM

Project #18 included in the Long Term Family Self Sufficiency Plan that will address the unmet needs of those not addressed in the Community-Based Teen Services Program.

SCOPE OF WORK

General terms or conditions included under the Contract (i.e., the CONTRACTOR shall provide all personnel, materials, general supervision and other items or services necessary to perform the required services).

STANDARD

A minimum requirement set by the COUNTY for CONTRACTOR to perform a service or activity.

TEENS

Pre-Teens in middle school (grade 6 or higher), teens in high school through 12th grade and out-of-school youth to age 19.

3.0 COUNTY FURNISHED ITEMS

3.1 CULTURAL AWARENESS/SENSITIVITY TRAINING

COUNTY will provide cultural awareness and sensitivity training, and materials to selected CONTRACTOR staff (train the trainer). CONTRACTOR shall then instruct staff on cultural awareness and sensitivity.

3.2 CIVIL RIGHTS TRAINING

COUNTY will provide Civil Rights training and materials to CONTRACTOR staff (train the trainer). CONTRACTOR shall then train staff on Civil Rights.

3.3 CHILD ABUSE TRAINING

COUNTY will provide Child Abuse training materials and/or video to CONTRACTOR.

3.4 ELDER ABUSE TRAINING

COUNTY will provide Elder Abuse training materials and/or video to CONTRACTOR.

3.5 MATERIALS

3.5.1 A list of COUNTY-observed holidays.

3.5.2 A supply of Civil Rights Forms, Complaint of Discriminatory Treatment (PA607) and Section 21 of DPSS Civil Rights Handbook.

4.0 CONTRACTOR FURNISHED ITEMS

4.1 PERSONNEL

CONTRACTOR shall provide qualified personnel who have the necessary experience and skills to perform contract services.

4.2 EQUIPMENT AND SUPPLIES

CONTRACTOR shall furnish all equipment, supplies and materials necessary to perform all services required by this contract. This shall include, but not be limited to training materials (except those furnished by COUNTY in Section 3.0, COUNTY Furnished Items), supplies and support materials necessary to perform all services.

4.2.1 Inventory of Equipment

CONTRACTOR shall establish and maintain an inventory of all equipment purchased for this contract. CONTRACTOR shall have COUNTY approval before equipment is purchased for this contract. Upon termination of this contract, all CONTRACTOR-furnished equipment purchased for this contract shall become COUNTY property.

4.3 FACILITIES

CONTRACTOR shall provide the necessary facility/facilities and furnishings required to execute this contract.

4.4 NOTICES

CONTRACTOR shall post in each CONTRACTOR facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination In Services notices. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012

Telephone: (213) 894-1000

4.5 TRAINING

4.5.1 CONTRACTOR shall provide training in all aspects of services provided in this contract.

- 4.5.2 CONTRACTOR shall furnish child abuse, elder abuse, cultural awareness and Civil Rights training for all CONTRACTOR staff. The training will be provided by the CONTRACTOR, utilizing COUNTY provided written materials and/or videos.
- 4.5.3 CONTRACTOR shall provide employee orientation and in-service training for all staff. Such training will cover all aspects of contract services.

5.0 SPECIFIC TASKS

5.1 OVERVIEW

CONTRACTOR shall provide qualified staff to perform a comprehensive case management (tutoring, mentoring, counseling, sports, computer lab) teen services program in the Antelope Valley High School Attendance as described in Technical Exhibit 6.3. Each Contractor staff will possess the skills necessary to perform the required service.

5.2 CONTRACT REQUIREMENT

5.2.1 CONTRACTOR shall submit to COUNTY the baseline data used to assess the effectiveness of the services provided within sixty (60) calendar days of program implementation. The baseline data will be used by COUNTY to develop the Evaluation Plan for the Community-Based Teen Services Program.

5.2.2 CONTRACTOR shall provide services that address the challenges that face immigrants and refugee communities, and the limited English proficient population in the HSAA. Specifically, the services provided shall be language-appropriate and, at minimum, shall include data collection and monitoring systems that verify limited English speaking participants have access to these services.

5.3 PROGRAM SPECIFIC TASKS

5.3.1 CONTRACTOR shall be responsible for overall program and contract management which includes, but not limited to:

5.3.1.1 Acting as liaison with DPSS and the schools in the HSAA;

5.3.1.2 Develop subcontracts with partner agencies;

5.3.1.3 Establish and communicate with the collaborative team on a weekly basis at the start of the project;

5.3.1.4 Implement collaborative policies and procedures;

5.3.1.5 Implement evaluation plan;

5.3.1.6 Accounting and fiscal oversight;

5.3.1.7 Maintain teen records;

5.3.1.8 Monitor for contract compliance;

- 5.3.1.9 Develop corrective action plan;
- 5.3.1.10 Data collection and reporting; and
- 5.3.1.11 Facilitate continuous needs assessment process to ensure maximum responsiveness and effectiveness.
- 5.3.2 CONTRACTOR shall contact the parent/caregiver of referred teens to schedule appointment for evaluation screening.
- 5.3.3 CONTRACTOR shall consult with the collaborative team to develop a tentative individualized service plan. The plan shall include detailed recommended program service components for each teen.
- 5.3.4 CONTRACTOR shall meet with each teen and their parent/caregiver to sign an agreement committing to participation in the services outlined in the plan.
- 5.3.5 CONTRACTOR shall contact relevant staff of referral agencies in advance, to familiarize the agencies with the teen's needs.
- 5.3.6 CONTRACTOR shall accompany the teen to the first appointment to ensure effective linkage with the collaborative partner.
- 5.3.7 CONTRACTOR shall monitor each teen's progress and participation level.
- 5.3.8 CONTRACTOR shall provide transportation, as required, for services and special events.
- 5.3.9 CONTRACTOR services shall be available six days each week from 9:00 AM to 5:00 PM and on Monday, Tuesday and Thursday evenings from 6:00 PM - 8:00 PM.
- 5.3.10 CONTRACTOR shall provide a counseling program to evaluate the teen and develop personalize plan .
 - 5.3.10.1 All selected youth and parent/caregiver will attend a 16 week (2 hours per week) Choices Program which consists of Professional group and Therapeutic counseling focused on reducing behavioral and social problems at home, in school, and in the community.
 - 5.3.10.2 While being counseled, the teen will be integrated into social activities and after school programs for a minimum of two hours each week.
 - 5.3.10.3 Tutoring and mentoring will be provided as needed.

5.3.11 CONTRACTOR shall subcontract with Murrell's Community Services Agency to provide camping, biking, employment programs including job search assistance, after school tutoring and recreational programs and teen alcohol drug counseling. The program shall include:

5.3.11.1 A 13-week Life Skills program.

5.3.11.1.1 The program will last 90 minutes per week.

5.3.11.2 Job Placement Training program for 90 minutes per week.

5.3.11.3 Saturday Night Live program for 3 hours every Friday.

5.3.11.4 Recreation programs shall be provided on Saturdays for 3 hours.

5.3.12 CONTRACTOR shall subcontract with the Los Angeles County Sheriff's Department to provide the **Antelope Valley Vital Intervention and Directional Alternatives (VIDA) program**.

5.3.12.1 The program includes counseling services 2 hours per week for 16 weeks.

5.3.12.2 Job training, community services "Participate Teen Challenge" shall be provided on Saturdays for 6 hours for a 16 week period.

5.3.13 CONTRACTOR shall subcontract with the Antelope Valley Union High School District to provide tutoring services. The services include:

5.3.13.1 Tutoring and homework assistance shall be provided after school.

5.3.13.1.1 Services shall be provided two days per week for an average 15 weeks.

5.3.13.1.2 Services shall be provided for 2 hours

5.3.13.2 CONTRACTOR shall serve approximately 200 teens annually.

5.3.14 CONTRACTOR shall subcontract with the AV Light Foundation to provide an eight week course to build character which includes, sports camps and home visits.

5.3.14.1 Services shall be provided 2 hours each session.

5.3.14.2 Home visits shall be made on an as-needed basis.

5.3.14.3 Services shall be provided on a school site designated by CONTRACTOR.

5.3.14.4 Total of 150 teens shall be served annually

5.3.15 CONTRACTOR shall subcontract with Volunteer Center of Los Angeles to provide Project Teen Reach (PTR) for teens between the ages of 12 and 18 years old who are involved with the juvenile justice system. The program includes:

5.3.15.1 Referred by the Probation Department or juvenile courts for community service.

5.3.15.2 Teens will attend classes after school twice per week for two hours for a nine-week period at the Antelope Valley High School.

5.3.15.3 The program consists of a classroom educational component which focuses on life skills; presentations from community-based organizations on health and social issues; and a minimum of one meaningful community services project.

5.3.16 CONTRACTOR shall subcontract with Care Net Pregnancy Resources to provide sex education/pregnancy counseling services.

5.3.16.1 The program will target at-risk teens.

5.3.16.2 The program will be provided 1 hour per week for 8 weeks.

5.3.16.3 The program will include support groups that will meet for 1 hour per week.

5.4 NUMBER OF PARTICIPANTS SERVED

CONTRACTOR shall provide services to an estimated 400 teens annually.

5.5 REFERRALS

CONTRACTOR shall accept referrals from school personnel, DPSS, other County departments, other community-based organizations, self referrals or referrals by a parent.

5.6 MEASURABLE OUTCOMES

5.6.1 The CONTRACTOR's services shall address the following measurable indicator:

5.6.1.1 Increase in high school graduation rate;

5.3.1.2 Decrease harmful behavior to self and other

5.3.1.3 Decrease birth to teens

5.7 START-UP

5.7.1 CONTRACTOR shall hire 4 new positions.

5.7.2 CONTRACTOR shall enter into subcontracts with six service providers and begin direct services within 45 days of contract effective date to allow time for hiring and training new staff.

5.8 REPORTS

5.8.1 CONTRACTOR shall submit a Monthly Management Report to the CCA by the fifteenth of each month which, at a minimum, includes the following items:

5.8.1.1 Number of teens served during the month; including a list of participants by name, address and social security number.

5.8.1.2 Number of participants in each of the CONTRACTOR's programs during the month.

5.8.1.3 Notable achievements/success during the month.

5.8.1.4 Problems encountered during the month.

5.8.1.5 CONTRACTOR shall complete and provide to the CCA, ad hoc reports as required by COUNTY by the due dates established by the COUNTY.

6.0

TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY**6.1.1 INTRODUCTION**

This Performance Requirement Summary displays the major services that will be monitored during the term of the contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary are intended to be completely consistent with the main body of the contract and Statement of Work, Attachment A, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of the contract and Attachment A. In any case of apparent inconsistency between required services or Standards as stated in the main body and Attachment A and this Performance Requirements Summary; the meaning apparent in the main body and Attachment A will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Attachment A, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of any points.

Because the provision of services to public assistance clients is critical to the mission of DPSS, the COUNTY expects a high Standard of CONTRACTOR performance. DPSS will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by CONTRACTOR before the allowable deviation for acceptable Standard should occur. However, it is the CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, Attachment A, and summarized in the Performance Requirements Summary.

6.1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at Technical Exhibit as Attachment I:

1. Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart).
2. Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

3. Defines the Standard of performance for each required service (Column 3 of chart).
4. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses liquidated damages (Column 4 of chart).
5. Shows the quality assurance methods the COUNTY will use to evaluate the CONTRACTOR's performance in meeting the contract requirements (Column 5 of chart).
6. Shows the monthly Unsatisfactory Performance Indicator points to be assessed for exceeding the AQL, for each listed contract requirement. (Column 6 of chart). These indicators may serve as baseline for assessing liquidated damages.

6.1.3 QUALITY ASSURANCE

Each month CONTRACTOR performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:

1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (2nd Edition) by Herbert Arkin.],
2. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR performance,
3. Review of reports and files.
4. On-site surveillance.

6.1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (see Technical Exhibit 6.1, Attachment II) will be issued.
2. If a CDR is issued, it will be mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.
3. Upon receipt of a CDR, the CONTRACTOR is required to respond in writing

to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.

4. The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

6.1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the number of defects that renders a service unsatisfactory:

1. The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information.
2. *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;
3. *Lot Size* - the total number of units or services provided in a given time period;
4. *Sample Size* - the number of units to be checked in a given time period; and
5. *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

The AQL is taken from the Performance Requirements Summary. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

The *Unsatisfactory Performance Indicator (UPI)* points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10%, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory.

For example, if 5 points per incident are to be assessed, the following formula is used:

- ▶ $12 \div 100$ (sample size) = 12%
- ▶ $12\% - 10\% = 2\%$ over the AQL
- ▶ $12\% \times 1000$ (lot size) = 120 (# of unacceptable discrepancies)
- ▶ 120×5 (UPI Points) = 600

When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still desire the service properly performed prior to the next schedule performance review.

6.1.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

6.1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When CONTRACTOR performance does not conform with the requirements of the contract, COUNTY will have the option to apply the following nonperformance remedies:

1. Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Assess deductions in the amount of \$10.00 per point for each Unsatisfactory Performance Indicator point exceeding 1,000 points during each of the first three (3) months of the contract or 350 points during each month for the remainder of the contract term.
3. Suspend or cancel the contract for systematic, deliberate misrepresentations or should the total *UPI* points exceed 400 points in one calendar month. This does not preclude COUNTY's right to terminate any resultant contract upon thirty (30) days written notice with or without cause, as provided for in this Contract Section V, 52, Termination for Convenience of COUNTY, herein above.
4. Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.

PERFORMANCE REQUIREMENT SUMMARY CHART

| Required Services | Performance Indicator | Standard(s) | Acceptable Quality Level (AQL) | Monitoring Methods | Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL |
|---|---|---|--------------------------------|--|---|
| Section V Paragraph 4 Invoices Page | Invoices Submitted Timely | Invoice received by the 15 th calendar day following the report month | 0.0% | Review invoice | 10 points per occurrence of a requirement not met |
| Section VI Paragraph 9 Complaints Page | Contractor's policy for receiving, investigating and responding to complaints is submitted per contract requirements CCA is notified of complaints, status of investigation and provided written responses | Within 15 business days of contract effective date, Contractor provides policy CCA notified of status of investigation within 5 business days of receipt of complaints; written responses are sent to CCA within 3 business days of being sent to complainant | 3.0% | Review of policy On-site review of contractor's files, user complaint, review of written responses | 10 points per occurrence of a requirement not met |
| Section VI Paragraph 13 Confidentiality Page | Employee acknowledgment & confidentiality form signed by all employees. Confidentiality requirements observed | Copy of form in contractor files No unauthorized releases of information | 3.0% | Random sample User complaint | 10 points per occurrence of a requirement not met |

PERFORMANCE REQUIREMENT SUMMARY CHART

| Required Services | Performance Indicator | Standard(s) | Acceptable Quality Level (AQL) | Monitoring Methods | Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL |
|--|---|--|--------------------------------|---|---|
| Section VI Paragraph 23 Criminal Clearance Page | Contractor agrees as permitted by law to ascertain arrest & conviction records of all current or prospective employees, subcontractors or volunteers Contractor does not engage services of any person convicted of crimes harming children or crimes involving conduct inimical to the health, moral welfare or safety of others. | Review complies with the Criminal Clearance Section. CCA notified immediately of any arrest and/or subsequent conviction (other than minor traffic offense) of any person who may come in contact with children while performing services | 0.0% | Periodic review of criminal clearance records for employees, subcontractors or volunteers who may come in contact with children | 20 points per occurrence of a requirement not met |
| Attachment A Section 1.3.1 Contract Manager Availability | Contract manager or Alternate available | Contract manager or alternate available Monday - Friday, 8:00 a.m. - 5:00 p.m. | 0.0% | 100% review | 10 points per occurrence of a requirement not met |
| Attachment A Section 1.4.1, 1.4.2, 1.4.3 & 1.4.4 Quality Control Page | Contractor provides revisions to QC Plan upon CCA request Contractor maintains records and provides upon CCA request. | Revised QC Plan received by 10 business days of written request by CCA. File of QC review records maintained | 0.0% | Review of revised plan Review of records | 10 points per occurrence of a requirement not met |
| Attachment A Section 4.5.1, 4.5.2 & 4.5.3 Staff Training Page | Employees trained | Contractor staff trained on Civil Rights, including cultural awareness and sensitivity. | 0.0% | Review of records | 10 points per occurrence of a requirement not met |

PERFORMANCE REQUIREMENT SUMMARY CHART

| Required Services | Performance Indicator | Standard(s) | Acceptable Quality Level (AQL) | Monitoring Methods | Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL |
|---------------------------------------|---|--|--------------------------------|--------------------------------------|---|
| Attachment A Section 5.2.1 Page | Baseline data submitted | Contractor submits baseline data within 60 days of contract start date | 0.0% | 100% review | 10 points for every 10 calendar days after due date |
| Attachment A Section 5.2.2 Page | Immigrant and Refugee Services provided | Contractor provides services that address immigrants, refugees and the limited English speaking population | 0.0% | Review of Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.1 Page | Contract Management | Contractor assumes responsibility for overall program and contract management, | 0.0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.2 Page | Parents are contacted | Contractor contacts parent/caregiver of referred teens to schedule appointment for evaluation screening. | 0.0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.3 Page | Consultation completed | Contractor consults with collaborative team to develop tentative individualized service plan. | 0.0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.4 Page | Agreements signed | Contractor meets with each teen and parent/caregiver to sign agreement committing to participation in the program. | 0.0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.5 Page | Referral agencies were contacted | Contractor contacted relevant of referral agencies in advance, to familiarize the agencies with the teen's needs. | 0.0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |

PERFORMANCE REQUIREMENT SUMMARY CHART

| Required Services | Performance Indicator | Standard(s) | Acceptable Quality Level (AQL) | Monitoring Methods | Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL |
|--|--|---|--------------------------------|--------------------------------------|---|
| Attachment A Section 5.3.6 Page | Teen is accompanied to the first appointment | Contractor accompanies teen to the first appointment to ensure effective linkage with the collaborative partner. | 0.0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.7 Page | Each teen's progress is monitored | Contractor monitors each teen's progress and participation level. | 20% | Review of Monthly Management Reports | 10 points for every 54 teens under 432 teens not served annually |
| Attachment A Section 5.3.8 Page | Transportation is provided | Contractor provides transportation, as required, for services and special events. | 0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.9 Page | Services are provided | Contractor services are available six days each week from 9:00 AM to 5:00 PM and on Monday, Tuesday, and Thursday evenings from 6:00 PM to 8:00 PM. | 0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.10 Page | Counseling program provided | Contractor provides counseling program to evaluate the teen and develop personalized plan. Services are 16 weeks - 2 hours each week. | 0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.11 Page | Services are provided | Contractor subcontracts with Murrell's Community Services Agency to provide camping, biking, employment programs including job search assistance, after school tutoring and recreational programs and teen alcohol drug counseling. | 0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |

PERFORMANCE REQUIREMENT SUMMARY CHART

| Required Services | Performance Indicator | Standard(s) | Acceptable Quality Level (AQL) | Monitoring Methods | Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL |
|--|------------------------|---|--------------------------------|--------------------------------------|---|
| Attachment A Section 5.3.12 Page | Services are provided | Contractor subcontracts with Los Angeles County Sheriff's Dept. to provide the Antelope Valley Vital Intervention and Directional Alternative (VIDA) program. | 0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.13 Page | Services are provided | Contractor subcontracts with Antelope Valley Union High School District to provide tutoring and homework assistance services. | 0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.14 Page | Services are provided | Contractor subcontracts with AV Light foundation to provide an eight week course character building program that includes sports camps and home visits. The services are provided on the _____ school site. | 0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.15 Page | Services are provided | Contractor subcontracts with Volunteer Center of Los Angeles to provide Project Teen Reach (PTR) for teens between the age of 12 and 18 years old. | 0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.3.16 Page | Services are provided | Contractor subcontracts with Care Net Pregnancy Resources to provide sex education/pregnancy counseling services. | 0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.4 Page | Number of Teens served | Contractor provides services to 400 teens annually | 20% | Review of Monthly Management Reports | 10 point per every 40 teens under 320 teens not served annually. |

PERFORMANCE REQUIREMENT SUMMARY CHART

| Required Services | Performance Indicator | Standard(s) | Acceptable Quality Level (AQL) | Monitoring Methods | Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL |
|---------------------------------------|------------------------------------|--|--------------------------------|--------------------------------------|---|
| Attachment A Section 5.5 Page | Referrals are accepted | Contractor accepts referrals from school personnel, DPSS, other County departments, other community-based organizations, self referrals or referrals by a parent | 0.0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.6 Page | Measurable outcomes are met | Contractor services address the following measurable indicator: 1) increase in high school graduation rate; 2) decrease harmful behavior to self and others; and 3) decrease birth to teens. | 0.0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.7 Page | All new staff is hired and trained | Contractor hires 4 new staff positions and will begin providing direct services within 45 days of contract effective date. | 0.0% | Review of Monthly Management Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.8.1 Page | Reports are submitted timely | Monthly Management Reports received by the 15 th calendar day of the month following the report month | 0.0% | Review of Reports | 10 points per occurrence of a requirement not met |
| Attachment A Section 5.8.2 Page | Ad hoc reports submitted timely | Contractor submits ad hoc reports by the due dates | 0.0% | Review of Reports | 10 points per occurrence of a requirement not met |

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared:
Returned by Contractor:
Action Completed:

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contract Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of QAE/CCA

Date

COUNTY ACTIONS: _____

Contractor Notified of Action: _____

Signature of County Contract Administrator: _____

Technical Exhibit 6.3

PROGRAM DESCRIPTION

Contractor as lead agency, UCAN will be responsible for overall program and contract management. This will include acting as liaison with DPSS and the schools in the High School Attendance Area. Also, the lead agency will be responsible for the development of subcontracts with partner agencies, establishment of and communication with the collaborative team on a weekly basis in the beginning of the project, thereafter, monthly; implementation of collaborative policies and procedures; implementation of the evaluation plan; accounting and fiscal oversight; maintenance of teen records in accordance with privacy and security agreements; monitoring of contract for compliance and quality assurance; data collection and reporting; and facilitation of a continuous needs assessment process to ensure maximum responsiveness and effectiveness. These responsibilities will be carried out primarily by the Project Manager, and the alternate contract Manager/Case Manager. Once the teen referrals are received in the outreach process, staff will contact each parent or caregiver as needed to obtain appointment for evaluation screening and engaging them into services (e.g., case management, counseling, after school programs, tutoring, sports, etc.). Privacy and confidentiality are ensured. Once the assessment is complete, UCAN will consult with the collaborative team to develop a tentative individualized service plan. The plan will detail recommended program service components for each teen. Specifically, the duration and frequency of participation. The Case Manager will then meet with the teen and family to finalize the plan; his/her input is encouraged. Case Manager will further work with the teen to establish personalized goals and service objectives. Teens and parent/caregiver will be asked to sign an agreement, committing to participation in the services outlined in the plan. Teens and their families will never be referred to an agency or organization, but to a specific person. UCAN will contact relevant staff of referral resources in advance, to familiarize the agency with the teen and generate understanding of his/her situation. Teens will be accompanied to a first appointment, if needed to ensure effective linkage with collaborative. Through effective case management, staff will also directly monitor the teen's participation level and progress. Consultation with collaborative team members and outside resources will offer additional information, allowing case managers to address emerging needs or obstacles. The after school programs will be available in various locations throughout the Antelope Valley. Life skills classes, anger management, tutoring, sports programs, mentoring, teen parenting, abstinence program, drama, and dance will be available in 2 locations. UCAN, which owns a 17,000 sq. ft facility complete with indoor sports courts, a video arcade, game rooms with pool, air hockey, ping pong, batting cages, and a skate board park with a 13 foot vertical half pipe. The facility also houses a computer lab with 20 work stations and class rooms for tutoring and training along with counseling offices and an auditorium for music and drama. Due to the large geographical area that the Antelope Valley covers, the need for caretaker specialists to be mobile and able to make regular school and home visits will be invaluable to the project. This project's methodology will be to provide positive after school social, sports and drama programs as well as field trips. UCAN owns a 20 passenger bus and an 8 seat van that will be made available for services and special events. The facility is ADA compliant and accessible.

ATTACHMENT B
CONTRACTORS AND EMPLOYEE BENEFITS

SEPTEMBER 2002

**LONG-TERM FAMILY SELF-SUFFICIENCY
(66)COMMUNITY-BASED TEEN SERVICES PROGRAM**

LINE ITEM BUDGET

PROJECT NAME: Long-Term Family Self-Sufficiency

CONTRACTOR: UCAN

CONTACT PERSON:

Dr. Deborah Pricer

CONTRACT PERIOD: 7/1/02 - 6/30/03

TELEPHONE NUMBER:

661-948-3000

FISCAL YEAR: July 2002-June 2003

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

| | | | |
|---------------------------|----|-----------|---------|
| Salaries | \$ | 30,000.00 | (a) |
| Fringe Benefits | \$ | 9,000.00 | (b) |
| Personnel Subtotal | \$ | 39,000.00 | (c)=a+b |

OPERATING COSTS (1)

| | <u>Monthly Cost</u> | <u>Yearly Cost</u> | |
|---|---------------------|--------------------|-----|
| Equipment | \$ 208.33 | \$ 2,500.00 | |
| Supplies | \$ 250.00 | \$ 3,000.00 | |
| Mileage (rate per mile x estimated mileage) | \$ 166.67 | \$ 2,000.00 | |
| Computer, Printer & Software (2) | \$ 416.67 | \$ 5,000.00 | |
| Printing | \$ 166.67 | \$ 2,000.00 | |
| Provider Training | | | |
| Rent | \$ 274.17 | \$ 3,290.00 | |
| Utilities | \$ 125.00 | \$ 1,500.00 | |
| Telephones | \$ 166.67 | \$ 2,000.00 | |
| Other (must be itemized) | | \$ - | |
| Operating Costs - Subtotal | \$ 1,774.17 | \$ 21,290.00 | (d) |

INDIRECT COSTS (List all appropriate)

(% of Personnel Salaries. See Personnel Schedule)

| | <u>Percentage</u> | <u>Yearly Cost</u> | |
|----------------------------------|-------------------|--------------------|--------------|
| Indirect Cost - Subtotal | 10% | \$ 3,000.00 | (e)=10% of a |
| Total Administrative Cost | | \$ 63,290.00 | (f)=c+d+e |

DIRECT SERVICES COSTS:

DIRECT SERVICES

Type of Service caseload multiplied by cost per case

Grand Total Contract Cost

| | |
|----------------------|---------|
| \$ 358,800.00 | (g) |
| <u>\$ 422,090.00</u> | (h)=g+f |

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

| | | | |
|------------------|---------------------|-------------------|--------------------|
| CONTRACTOR: | UCAN | CONTACT PERSON: | Dr. Deborah Pricer |
| CONTRACT PERIOD: | 7/1/02 - 6/30/03 | TELEPHONE NUMBER: | 661-948-3000 |
| FISCAL YEAR: | July 2002-June 2003 | | |

[illegible]

| EMPLOYEE BENEFITS BY CLASSIFICATION | | | | | | (5) | TOTAL |
|---|------------------------------------|----------------|--------|--------|--------|------------|--|
| Health Plan (3) Dental Plan Retirement SUI Social Security Worker's Compensation Long-Term Disability Holidays Sick Leave Vacation Life Insurance Fringe Benefits per Classification | Benefits computed @ salaries x 30% | Administrative | | | | | \$9,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 |
| Fringe Benefit Subtotal | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$9,000 |
| Total # of Positions by Classification | | | | | | | 1 |
| Total Fringe Benefits (4): | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$9,000 |

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: LTFSS Community-Based Teen Services Program - Antelope Valley Attendance Area
CONTRACTOR: UCAN
CONTRACT PERIOD: 7/1/02 - 6/30/03
FISCAL YEAR: July 2002-June 2003
CONTACT PERSON: Dr. Deborah Pricer
TELEPHONE NUMBER: 661-948-3000

DIRECT SERVICES (1)

| LIST TYPES OF SERVICE: | | ESTIMATED CASELOAD | COST PER CASE | TOTAL COST |
|----------------------------|---|--------------------|---------------|---------------|
| 1 | UCAN / Choices 16 weeks, family group therapy, after school | 200 | 316 | \$ 63,200.00 |
| 2 | Caretel/ Sex Education/Pregnancy Counseling | 200 | 110 | \$ 22,000.00 |
| 3 | Vida / Scholarships/Teen Challenge Sports | 50 | 298 | \$ 14,900.00 |
| 4 | Murrell's/ After School, Life Skills, Sports | 200 | 395 | \$ 79,000.00 |
| 5 | A.V. High / Camps, home visits | 150 | 406 | \$ 60,900.00 |
| 6 | Teen Reach/ Life Skills, Anger Management | 200 | 234 | \$ 46,800.00 |
| 7 | A.V. High School/ Tutor, After School Career Proj. | 200 | 360 | \$ 72,000.00 |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |
| 21 | | | | |
| Total Direct Services Cost | | | | \$ 358,800.00 |

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

BUDGET SUMMARY¹

PROJECT NAME: Long-Term Family Self-Sufficiency

CONTRACTOR: UCAN

CONTACT PERSON: Dr. Deborah Pricer

CONTRACT PERIOD: 7/1/02-6/30/03

TELEPHONE NUMBER: 661-948-3000

| | Year 1* | Year 2 | Year 3 | Year 4* | Year 5 | TOTAL |
|-----------------|--------------|--------|--------|---------|--------|-------|
| Salaries | \$30,000.00 | | | | | |
| Benefits | \$9,000.00 | | | | | |
| Operating Costs | \$21,290.00 | | | | | |
| Indirect Costs | \$3,000.00 | | | | | |
| Direct Costs | \$358,800.00 | | | | | |
| Totals | \$422,090.00 | | | | | |

Grand Total Contract Cost 422,090.00

Footnotes:

1 Budget figures independently arrived at by Contractor.

* year =fiscal year (July 1 through June 30) the budget amounts may be prorated to match the actual term of the contract (i.e. effective date).

LONG TERM FAMILY SELF SUFFICIENCY PLAN

Community-Based Teen Services Program - Antelope Valley School Attendance Area - Project #17

Department or Agency UCAN

Fiscal Year: July 2002-June 2003

Contact Person Dr. Deborah Pricer

MOU Date: 4/19/2002

Phone No. 661 948-3000

Contract # _____

EDP EQUIPMENT SCHEDULE

| Line Number | Description | Quantity | Unit Cost | Total Cost |
|-------------|---------------------------|----------|------------|-------------|
| | | | | |
| | computers/software/equip. | 5 | \$1,500.00 | \$7,500.00 |
| | Lap Top Computers | 2 | \$1,500.00 | \$3,000.00 |
| | | | | |
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| | | | | |
| | | | | |
| GRAND TOTAL | | | | \$10,500.00 |

DPSS Review / Approval (circle one):

Name: _____

Title: _____

Division/Section _____

Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

LONG TERM FAMILY SELF SUFFICIENCY

LFTSS/UCAN

Community-Based Teen Services Program - Antelope Valley School Attendance Area - Project #17

Fiscal Year: July 2002-June 2003

EDP EQUIPMENT JUSTIFICATION

JUSTIFICATION

Agency owns one copier, but due to increased volume of paperwork

Two computers are needed to replace out dated computers.

Three computers will be needed for new staff.

Two lap tops are needed for home visits and LCD projector presentations

Prepared by: Dr. Deborah Pricer

Phone No. 661-948-3000

ATTACHMENT C

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this Bid, this potential Contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or Contract with any other bidder or competitor for the purpose of restricting competition.

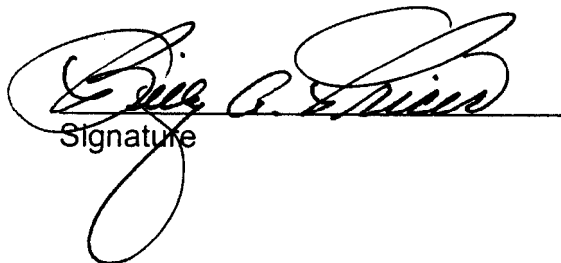
The following names with their telephone numbers are persons authorized legally to commit the Bidder/Contractor:

DR. DEBORAH K. PRIGER(661) 948-3000VIRGINIA GARCIA(661) 948-3000UCAN

Name of Firm

BILLY A. PRIGER, Ph.D. - EXEC. DIRECTOR

Typed Name and Title of Signer



Signature

9-10-02

Date

ATTACHMENT D
BIDDER'S/OFFEROR'S EEO CERTIFICATION

BIDDER'S/OFFEROR'S EEO CERTIFICATION

UCAN
Bidder's/Offeror's Name

44231 N. DIVISION ST., LANCASTER, CA 93535
Address

95-4279288
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

1. The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment.
2. The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force.
3. The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables.

(circle one)

☒ Yes ☐ No☒ Yes ☐ No☒ Yes ☐ No☒ Yes ☐ No

Billy A. Pricker, P.D., EXECUTIVE DIRECTOR
Name and Title of Signer

[Signature]
Signature

9-10-02
Date

ATTACHMENT E

INVITATION FOR BID/REQUEST FOR PROPOSALS
GROUND FOR REJECTION

SEPTEMBER 2002

**LONG-TERM FAMILY SELF-SUFFICIENCY
(77)COMMUNITY-BASED TEEN SERVICES PROGRAM**

INVITATION FOR BID/REQUEST FOR PROPOSALS

GROUND'S FOR REJECTION

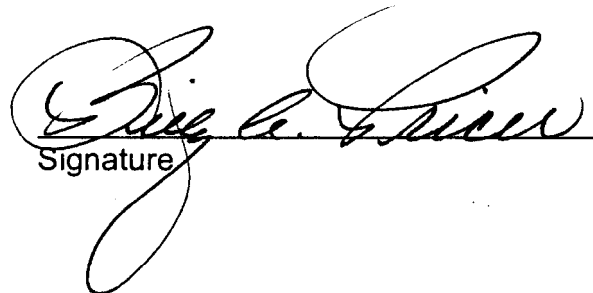
Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Billy A. Riccer, Ph.D., EXEC. DIRECTOR
Typed Name and Title of Signer


Signature

9-10-02
Date

ATTACHMENT F

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

SEPTEMBER 2002

**LONG-TERM FAMILY SELF-SUFFICIENCY
(79)COMMUNITY-BASED TEEN SERVICES PROGRAM**


**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

UNITED COMMUNITY ACTION NETWORK
Your employer, UCAN, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- I understand that UCAN is my sole employer for purposes of this employment.
- I rely exclusively upon UCAN for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.
- I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.
- I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer UCAN and the County of Los Angeles.

 9-10-07 (Initial and date)

CONFIDENTIALITY AGREEMENT

As an employee of UCAN, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by UCAN for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between UCRN and the County of Los Angeles.
- I agree to forward all requests for the release of information received by me to my immediate supervisor.
- I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.
- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with UCRN or completion of the presently assigned work task, whichever occurs first.
- I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

9-10-02 (Initial and Date)

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER UCAN, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the County will screen contractor employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: 
(Contractor Employee's Signature)

Date: September 10, 2002

Name: BILLY A. PRICKER
(Please Print Contractor Employee's Name)

Social Security Number: 545-54-6868

Working Title: EXECUTIVE DIRECTOR

Original: Contractor
Copy: Contract Employee

ATTACHMENT G

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES
CERTIFICATION**

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

UNITED COMMUNITY ACTION NETWORK (UCAN)
Bidder's/Offeror's Name

44231 N. DIVISION ST., LANCASTER, CA 93535
Address

95-4279288
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

- (circle one)
1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. Yes No
 2. The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. Yes No
 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. Yes No

Billy A. PRICER, Ph.D. - EXECUTIVE DIRECTOR
Name and Title of Signer

Billy A. Pricer
Signature

9-10-02
Date

ATTACHMENT H
SAMPLE INVOICE FORMAT

SEPTEMBER 2002

**LONG-TERM FAMILY SELF-SUFFICIENCY
(85)COMMUNITY-BASED TEEN SERVICES PROGRAM**

Sample INVOICE

CONTRACTOR: UCAN
CONTRACT PERIOD: 7/1/02 - 6/30/03
FISCAL YEAR: July 2002-June 2003

CONTACT PERSON: Dr. Deborah Pricer
TELEPHONE NUMBER: 661- 948-3000

INVOICE PERIOD _____

Bill To:

DPSS LTFSS Division
 Attention Sandra Garcia
 12860 Crossroads Parkway South
 City of Industry, CA 91746

Mail Checks to:

UNITED COMMUNITY ACTION NETWORK
 44231 N. DIVISION ST.
 Lancaster, Ca.93534

| LINE # | TYPE OF DIRECT SERVICE | BUDGETED AMOUNT | PREVIOUS BALANCE | REMAINING BALANCE | CASELOAD SERVICED | Base RATE / CASE | Monthly Rate | CURRENT INVOICE |
|--------|--|-----------------|------------------|-------------------|-------------------|------------------|--------------|-----------------|
| 1 | UCAN / Choices 16 weeks, family group therapy | \$ 75,976.00 | \$ 75,976.00 | \$74,881.00 | 12 | 365 | \$91.25 | \$1,095.00 |
| 2 | Carenet/ Sex Education/Pregnancy Counseling | \$ 25,325.00 | \$ 25,325.00 | \$24,563.00 | 12 | 127 | \$63.50 | \$762.00 |
| 3 | Vida / Scholarships/Teen Challenge Sports | \$ 16,884.00 | \$ 16,884.00 | \$15,954.50 | 11 | 338 | \$84.50 | \$929.50 |
| 4 | Murell's/ After School,Life Skills, Sports | \$ 92,860.00 | \$ 92,860.00 | \$91,432.31 | 10 | 464 | \$142.77 | \$1,427.69 |
| 5 | A.V. Light/ Character Counts,Sports Camps, | \$ 71,755.00 | \$ 71,755.00 | \$71,277.00 | 2 | 478 | \$239.00 | \$478.00 |
| 6 | Teen Reach/ Life Skills, Anger Management | \$ 54,872.00 | \$ 54,872.00 | \$54,506.67 | 3 | 274 | \$121.78 | \$365.33 |
| 7 | A.V. High School/Tutor,After School Career Pro | \$ 84,418.00 | \$ 84,418.00 | \$83,855.33 | 5 | 422 | \$112.53 | \$562.67 |
| | | \$422,090.00 | \$422,090.00 | \$416,469.81 | | | | |

TOTAL CHARGES

\$5,620.19

Disclaimer

All final budget figures are independently arrived at by UCAN.

DPSS Use Only:

Authorized by, _____

Date _____

ATTACHMENT I
INTERNAL REVENUE SERVICE NOTICE 1015

SEPTEMBER 2002

**LONG-TERM FAMILY SELF-SUFFICIENCY
(87)COMMUNITY-BASED TEEN SERVICES PROGRAM**



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. October 2000)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2000 are less than \$31,152 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute **Form W-2** with the same EIC information on the back of the employee's copy that is on **Copy B** of the IRS **Form W-2**.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as **Notice 797**.

If you are required to give **Form W-2** and do so on time, no further notice is necessary if the **Form W-2** has the required information about the EIC on the back of the employee's copy. If a substitute **Form W-2** is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute **Form W-2** is given. If **Form W-2** is required but is not given on time, you must give the employee **Notice 797** or your written statement by the date **Form W-2** is required to be given. If **Form W-2** is not required, you must notify the employee by February 7, 2001.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting **Notice 797** on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and **Pub. 596**, Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.

Note: An employee **cannot** claim the EIC if he or she files **Form 2555** or **Form 2555-EZ** (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 **cannot** claim the EIC unless he or she is married to a U.S. citizen or resident and elects to be taxed as a resident alien for all of 2000.

- The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). **Earned income** for this purpose does not include amounts paid to inmates in penal institutions for their work.
- The employee's filing status is any status **except** married filing a separate return.
- The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.
- For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 10-2000)

